

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFANM-11-R-00146	NEGOTIATED	10/24/11	1 OF

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT GROUP ANM-52 1601 LIND AVE S.W. RENTON, WA 98057		8. ADDRESS OFFER TO SEE SECTION L
9. FOR INFORMATION CALL: ➔	A. NAME PAT VIKESLAND	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 425-227-2863

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

FURNISH ALL LABOR, MATERIALS (EXCEPT FOR GOVERNMENT FURNISHED MATERIALS - GFM), EQUIPMENT, TRANSPORTATION, INSURANCE, NOTIFICATIONS, LICENSES, PERMITS, FEES AND SUPERVISION NECESSARY FOR Refurbishment of the Redding Airport Traffic Control Tower (ATCT) Redding, CA ACCORDANCE WITH ALL CONTRACT CLAUSES, WAGE RATES, SPECIFICATIONS AND DRAWINGS.

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 7

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 12:00 noon *(hour)* local time 11/16/2011 *(date)*: Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS →

Materials \$ _____

Labor \$ _____

Total \$ _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA See PRISM Award
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM Sec G
25. RESERVED.	
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY FAA, MMAC AMZ-310 WP/NM P.O. Box 25082 Oklahoma City, OK 73125

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) PATRICIA VIKESLAND	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B001. PRICES/COSTS: Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for **Refurbishment of the Redding Airport Traffic Control Tower (ATCT) Redding, CA** in accordance with the specifications, drawings, contract clauses, and wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Price</u>
001	Division 01 - General Requirement (i.e. bonding, insurance, mobilization, additional costs etc. and all other work not specifically part of items 002 –0008	\$ _____
002	Division 02 – Site Construction	\$ _____
003	Division 05 – Metals	\$ _____
004	Division 06 – Wood & Plastics	\$ _____
005	Division 07 – Thermal and Moisture Protection	\$ _____
006	Division 09 – Finishes	\$ _____
007	Division 10 Specialties	\$ _____
008	Division 23 – HVAC	\$ _____
008	Division 26 - Electrical	\$ _____
TOTAL		\$ _____

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. The Government may award any combination of line items subject to the availability of funds. Should funds become available at a later date the Government may award those line items without further competition.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are four of these laws.

OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES. IN ADDITION, DAVIS BACON WAGE RATES APPLY.

B002. INSURANCE REQUIREMENTS: Worker's compensation and employer's liability.

1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least **\$500,000*** per person and combined single limit of **\$1,000,000**.

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of a combined single limit of **\$1,000,000**.

B003. PROPOSAL GUARANTEE

(a) Failure to furnish a proposal guarantee in the proper form and amount, by the time set for receipt of offers, may be cause for rejection of the offer.

(b) The offeror shall furnish a proposal guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return guarantees, other than bid bonds—

(1) To unsuccessful offeror as soon as practicable after evaluation of offers; and

(2) To the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) **The amount of the proposal guarantee shall be 20 percent of the offer.**

(d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 14 days after receipt of the forms, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the proposal guarantee is available to offset the difference.

B003. TIERED EVALUATION. A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Part IV, Section M for details).

B004. SMALL BUSINESS. Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is **236210**. The Small Business Administration Size Standard for this NAICS Code is \$33.5.

B005. PERFORMANCE PERIOD: The contract period of performance is **90 calendar days**. The completion period represents a mandatory requirement, which is not subject to negotiation or change. The subject work activity may need to be coordinated with other projects, and the timely performance and strict adherence to the specification requirements are absolutely essential.

MAGNITUDE OF CONSTRUCTION: \$150,000 - 200,000

PART I - SECTION C
SCOPE OF WORK

C001. The Issued-for-Construction Drawing and Specifications, dated 6-24-11, are posted to the FAA Contracting Opportunities web site at <http://faaco.faa.gov/> under the solicitation number DTFAWN-11-R-00146. Offerors shall not be provided a hard copy of the plans and specifications.

C002. PRODUCTS – MATERIALS: Reference herein or in the drawings to any specific commercial product, process, or service, any trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the Federal Aviation Administration. The contractor may submit a request for substitution of a product, process, or service specifically called out. Such request shall be through the submittal process.

PART I - SECTION D
PACKAGING AND MARKING

No clauses applicable to this section

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-10 **Inspection of Construction (September 2009)**

3.10.4-11 **Inspection - Dismantling, Demolition, or Removal of Improvements (April 1996)**

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

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3.2.2.3-42	Differing Site Conditions (July 2004)
3.2.2.3-43	Site Investigation and Conditions Affecting the Work (July 2004)
3.2.2.3-45	Material and Workmanship (July 2004)
3.2.2.3-46	Supervising the Contract Work (July 2004)
3.2.2.3-47	Permits and Responsibilities (July 2004)
3.2.2.3-48	Other Contracts (February 2009)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-50	Property Protection (February 2009)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-52	Use and Possession Before the Project is Complete (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-55	Availability and Use of Utility Services (July 2004)
3.2.2.3-56	Schedules for Construction Contracts (July 2004)
3.2.2.3-57	Quantity Surveys (July 2004)
3.2.2.3-58	Layout of Work (February 2009)
3.2.2.3-59	Organization and Direction of the Work (July 2004)
3.2.2.3-60	Specifications, Drawings, and Material Offers (February 2009)
3.2.2.3-64	Dismantling and Demolishing of Property (July 2004)
3.2.2.3-66	Contractor's Daily Log (July 2004)
3.2.2.3-67	Special Precautions for Work at Operating Airports (July 2004)
3.2.2.3-68	Safety and Health (July 2004)
3.10.1-24	Notice of Delay (February 2009)
3.10.1-11	Government Delay of Work (April 1996)

3.2.2.3-41 **Performing Work (July 2004)**

The Contractor (you) must perform, using your own organization, work equivalent to at least 25% percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-71 **Starting, Performing and Completing Work (July 2004)**

The Contractor (you) must

- (a) begin work under this contract on the effective date of the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 90 calendar days after official notice to proceed. The time allowed for completion must include final cleanup of the premises.

(End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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3.10.1-23 Contracting Officer's Representative-Construction Contracts (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

G001. Correspondence: Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the COTR including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer. A copy of all correspondence directed to the Contracting Officer shall be sent to the COTR.

DOT, FEDERAL AVIATION ADMINISTRATION
 ACQUISITION MANAGEMENT GROUP – ANM-52
 ATTN: PATRICIA VIKESLAND
 1601 LIND AVE S.W., SUITE 340
 RENTON, WA. 98057-3356

G002. Invoice Submission: The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

G003. Subcontract Acknowledgment: Within ten (10) days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed SF 1413, Statement and Acknowledgment form by which the contractor and the subcontractor acknowledges that the labor standards clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her for work under this contract. The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.8.2-17 Key Personnel and Facilities (July 1996)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

Project manager

Superintendent

Electrical Subcontractor(if not the Prime Contractor)

(End of clause)

H001. Applicable Minimum Hourly Rates Of Wages

- (a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers and mechanics employed on contracts of a similar character in the locality where this work is to be performed.
- (b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.
- (c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: The Davis Bacon Act is applicable (see contract clauses). Reference the attached general wage decision no. **CA9, Mod 32, dated 9/30/2011, for Shasta County**. This wage decision is hereby incorporated into this request for offer (RFO) and will be a part of any resultant contract.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

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3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-4	Organizational Conflict of Interest (February 2009)
3.1.7-5	Disclosure of Conflicts of Interest (February 2009)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (May 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
3.2.2.3-27	Subcontractor Cost or Pricing Data (July 2004)
3.2.2.3-29	Integrity of Unit Prices (July 2004)
3.2.2.3-33	Order of Precedence (February 2009)
3.2.2.3-40	Precontract Costs (July 2004)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-9	Interest (September 2009)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-19	Prompt Payment for Construction Contracts (September 2009)
3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-1	Proposal Guarantee (April 1996)
3.4.1-4	Performance Bond Requirements (April 1996)
3.4.1-5	Payment Bond Requirements (April 1996)
3.4.1-6	Additional Bond Security (April 1996)
3.4.1-7	Notice to Proceed (April 1996)
3.4.1-9	Deposit of Assets Instead of Surety Bonds (April 1996)
3.4.1-10	Insurance - Work on a Government Installation (July 1996)
3.4.2-6	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes - Fixed Price Contract (April 1996)
3.6.1-1	Notice of Total Small Business Set-Aside (January 2010)
3.6.1-2	Notice of Very Small Business Set-Aside (July 2006)
3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (October 2010)
3.6.1-7	Limitations on Subcontracting (July 2008)
3.6.1-9	Mentor Protégé Program (October 2006)
3.6.1-11	Mentor Requirements and Evaluation (October 2006)
3.6.1-12	Notice of Service-Disabled Veteran Owned Small Business Set-Aside (January 2010)
3.6.2-1	Contract Work Hours and Safety Standards Act-Overtime Compensation (October 2010)

3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Equal Opportunity for Veterans (January 2011) (February 2011)
3.6.2-12 Alternate I	Affirmative Action for Special Disabled and Vietnam Era Veterans Alternate I (July 1996)
3.6.2-13	Affirmative Action for Workers With Disabilities (October 2010)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-18	Davis Bacon Act (October 2010)
3.6.2-19	Withholding-Labor Violations (April 1996)
3.6.2-20	Payrolls and Basic Records (February 2011)
3.6.2-21	Apprentices, Trainees, and Helpers (October 2010)
3.6.2-22	Subcontracts (Labor Standards) (October 2010)
3.6.2-23	Certification of Eligibility (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-9	Refrigeration Equipment and Air Conditioners (April 2009)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-14	Use Of Environmentally Preferable Products (April 2009)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.3-19	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (July 2010)
3.6.4-3	Buy American Act - Construction Materials (January 2011)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.7-1	Privacy Act Notification (October 1996)
3.7-2	Privacy Act (October 1996)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-15	Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)
3.10.1-16	Changes and Changed Conditions (April 1996)
3.10.1-20	Warranty-Construction (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.4-23	Contractor and Subcontractor Compliance with Fastener Act (November 1997)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-6	Default (Fixed Price Construction) (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-3	Printing/Copying Double-sided on Recycled Paper (July 2008)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-11	Plain Language (July 2006)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (February 2011)

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (September 2000)

(a) If the Government receives information that a contractor or person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the screening information request, if the contract has not been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of an FAA procurement contract;

or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor, or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27 (e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Contracting Officer (CO) access to the records on request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and
- (4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)

- (a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.
- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

3.6.2-14 Employment Reports on Veterans (February 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

3.6.2-24 Affirmative Action Compliance Requirements for Construction (November 1997)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

- (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	<u>6.8%</u>
Goals for female participation:	<u>6.9%</u>

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

3.6.2-41 Employment Eligibility Verification (September 2009)**(a) Definitions:**

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

- (i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of clause)

3.6.3-12 Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.6.4-3 Buy American Act - Construction Materials (January 2011)

(a) The Buy American Act (41 U.S.C. 10) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when the FAA determines use of a particular domestic construction material: (i) would unreasonably increase the cost; (ii) would be impracticable; or (iii) is not mined, produced, or manufactured in sufficient and reasonably available

commercial quantities of a satisfactory quality. This requirement also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

(2) "Construction material," as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

(3) "Domestic construction material," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable shall be treated as domestic.

(c) The Contractor agrees that only domestic construction material must be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(End of clause)

3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) The Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer as soon as possible before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the

proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

1. Davis Bacon Wage Determination CA9.....47 PAGES

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-3 Affiliated Offerors (July 2004)**
- 3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations**
-Representation (January 2010)
- 3.2.5-2 Independent Price Determination (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)**
- 3.6.3-4 Recovered Material Certification (April 2009)**
- 3.6.3-18 Biobased Product Certification (July 2010)**

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of _____ calendar days [the CO should insert the number of days].
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
 - (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
 (country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____
 Title: _____
 Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)**(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE,

FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.6.2-5 Certification of Non-segregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.3-5 Estimate of Percentage of Recovered Material for Designated Items to be Used in the Performance of the Contract (April 2009)

(a) Definitions. As used in this clause:

(1) "Post consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material content."

(2) "Recovered material content" means waste materials and by-products which have been recovered or diverted from solid waste including post consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA-designated Items (see 40 CFR Part 247) delivered and/or to be used in the products and services provided under the terms and specifications set forth in this screening information request must be as follows:

Item Estimated percentage
of recovered material content*

*In addition, for paper products, include the percentage of post consumer material.

(c) Prospective offerors are cautioned that the Government will conclude that the percentage(s) of recovered material content delivered and/or to be used in products and services provided under any resulting contract will be '0%' if the estimate(s) requested in this solicitation provision are left blank.

(d) Prospective offerors are further cautioned that estimated percentage(s) of recovered material content to be delivered and/or to be used in products and services provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer as nonresponsive.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (February 2011)

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

BUSINESS DECLARATION

1. Name of Firm: _____ Tax Identification No.: _____
2. Address of Firm: _____ Duns No. _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making _____
- b. Telephone Number of Person Making _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify all services/products) _____
8. (A) YEARS THE FIRM HAS BEEN _____ (B) NO. OF EMPLOYEES _____
9. TYPE OF ☐ A. SOLE ☐ B. PARTNERSHIP
- ☐ C. OTHER _____
10. GROSS RECEIPTS OF THE FIRM FOR THE
- | | |
|------------|---------------------|
| A.1. YEAR | B.1. GROSS RECEIPTS |
| A.2. _____ | B.2. _____ |
| A.3. YEAR | B.3. GROSS RECEIPTS |
| A.4. _____ | B.4. _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS
CONCERNING**

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I
AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. A. SIGNAT _____ B. DA _____

C. TYPED NAME _____ D. TITLE: _____

PART IV - SECTION L**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-6 Submittals in the English Language (July 2004)**
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

3.2.2.3-63 Site Visit (Construction) (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) A non-mandatory one-time site visit is scheduled at 2:30 p.m. on Tuesday, November 8. To attend the walk-through, positive RSVP notice via e-mail is required by 9 a.m. Pacific Time on Friday, November 4. The walk-through details will be provided to those planning to attend.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a **firm fixed priced** contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which

are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L001. SUBMISSION OF OFFER

An offeror must submit an offer which must include the following:

1. Cover letter stating that no exceptions are taken to any Drawings and Specifications requirements or any Contract terms and conditions, or a detailed summary of all exceptions taken.
2. Signed SOLICITATION, OFFER, AND AWARD form
3. Part I, Section B, PRICE SCHEDULE
4. Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
5. Part IV, Section K, Business Declaration Form
6. Part IV, Section L, Technical Proposal (**submitted in Phase I resubmission is not required**).

L002. SOLICITATION QUESTIONS

If you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) calendar days prior to the proposal due date. Submit your request to Pat Vikesland, Contracting Officer, Federal Aviation Administration, 1601 Lind Avenue S.W., Renton WA 98057 or pat.vikesland@faa.gov. Telephonic requests will not be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

L003. SUBMISSION OF PROPOSAL

Mail or hand-carry proposal to:

Federal Aviation Administration
Attn: Pat Vikesland ANM-52
1601 Lind Ave. S.W.
Renton WA 98057

PROPOSALS ARE DUE NO LATER THAN 12:00, noon, PDT ON November 16, 2011. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.6.1-10 **Evaluation of Contractor Participation in the FAA Mentor Protégé Program** (January 1999)

M001. EVALUATION FACTORS FOR AWARD

The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. Any omission, partial, or vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. The Government will award the contract to the **lowest priced technically acceptable offer**.

M002. TIERED EVALUATION OF PROPOSALS

A tiered evaluation of offers will be used in this source selection. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received. Once offers are received the FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier, combining offers from all previously considered tiers until award can be made. The tiered order of precedence for considering offers is (from first to last):

- a) Socially and economically disadvantaged business (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program.
- b) Service-disabled veteran owned small business (SDVOSB).
- c) Very small business.
- d) Small business.
- e) Other-than small business

3. Company Resources

M003. CONSIDERATION OF PRICE

The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced technically acceptable offer.